



BP0299001

Prepared by:

(b) (6)

Gabriel N. Steinberg
Office of Regional Counsel
GSA, Region IV, Atlanta, GA
GSA Control No.: 4-N-SC-0606
GSA Contract No.: GS-04D-13-CBE-0001

RMC BK 0299 Pg 001 : pg 1 *

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS: That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Property Act at 40 U.S.C. §§ 101 et seq., and regulations and orders promulgated thereunder, Grantor, and the CITY OF NORTH CHARLESTON, a South Carolina municipality, whose mailing address is City of North Charleston, 2500 City Hall Lane, North Charleston, SC 29406, Grantee.

WITNESSETH:

That the Grantor, without representation or warranty, express or implied, except as specifically stated herein, for and in consideration of the sum of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), cash in hand paid and receipt of which is hereby acknowledged has released and quitclaimed and by these presents does remise, release, and quitclaim unto the said Grantee, its successors and assigns, all its right, title, interest and claim in and to all that certain piece, parcel or lot of land situate, lying and being in the City of North Charleston, County of Charleston, and State of South Carolina, consisting of 22.84 acres, more or less, and being more particularly described in Exhibit "A", which is attached hereto, made a part hereof, and consists of one (1) page (hereinafter "Property").

SUBJECT, HOWEVER, to all existing easements and rights of way for streets, public roads, highways, drainage, railroads, pipelines, sewer mains and lines, and public utilities; subject, further to any state of facts which may be disclosed by an accurate and detailed survey of the same.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the property hereby conveyed, or any part thereof, that the said Grantee has received the asbestos warning notice, which is attached hereto as Exhibit "B," made a part hereof, and consists of one (1) page, and agrees to comply with any conditions and requirements as stated.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee has received information from the Grantor about lead-based paint and lead-based paint hazards, and has been informed of his obligations under 42 U.S.C. 4852d and is aware of his responsibility to ensure compliance thereof with lead-based paint regulations since the structures on the property were built before 1978. The Lead-Based Paint Disclosure is attached as Exhibit "C," and consists of one (1) page.

The Grantee covenants for itself, its successors and assigns, and every successor in interest to the Property herein described, or any part thereof, to comply with the Federal Aviation Administration (FAA) restriction that any construction or alteration which would extend the height of the existing structure on the Property is prohibited unless a determination of "no hazard to air navigation" is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal

Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

ENVIRONMENTAL CONDITIONS

The Grantor has provided information to the Grantee on the environmental condition of the property, including without limitation, the following:

- a) Grantee was urged to review the document entitled "Environmental Condition of Property" located on the website, propertydisposal.gsa.gov, within the Charleston Naval Hospital property information page.
- b) The property is located in Seismic Design Category area D which corresponds to buildings and structures to areas expected to experience severe and destructive ground shaking but NOT located close to a major fault. No additional seismic information was available from the Department of the Navy.
- c) There are two 20,000 gallon capacity, No. 2 fuel oil tanks on the property. They each contain 400 gallons of fuel oil.

CERCLA PROVISION

The Grantor sets out below the following provision, which includes the CERCLA Covenant and a right of access for any response action required after conveyance.

(A) NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

(B) CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (i.) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii.) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim and provide credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government and shall be delivered, unopened, to the National Archives and Records Administration, Washington, D.C.

The property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the General Services Administration, is available for disposal and its disposal has been heretofore authorized by the Administrator of General Services, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the above-described Property unto the said Grantee, its successors and assigns forever, so that neither the said Grantor, nor its successors and assigns, nor any person or persons claiming under Grantor shall at any time hereafter claim or demand any right, title or interest to the aforesaid Property or its appurtenances, or any part or parcel thereof.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf this the 14th day of NOVEMBER, 2012.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

WITNESSES:

(b) (6)

(signature of 1st witness

(b) (6)

(signature of 2nd witness

(b) (6)

By JAMES BRANDON
Contracting Officer
Property Disposal Division
General Services Administration
Region IV, Atlanta, Georgia

STATE OF GEORGIA)
) ACKNOWLEDGEMENT
 COUNTY OF FULTON)

I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated the 14th day of NOVEMBER, 2012, and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto affixed my official seal of office in Atlanta, Georgia, this the 14th day of NOVEMBER, 2012.

(b) (6)

Notary Public

State of Georgia

My Commission Expires: 1/31/2014

PLACE SEAL OF NOTARY HERE

GLENDAL GREEN NOTARY PUBLIC Paulding County State of Georgia My Comm. Expires Jan. 31, 2014

ACCEPTANCE

The City of North Charleston, South Carolina, does hereby accept this Quitclaim Deed and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 20th day of December, 2012.

CITY OF NORTH CHARLESTON

By:

Name:

Title:

(b) (6)

R. Keith Summey
Mayor

STATE OF SOUTH CAROLINA)

) ss:

COUNTY OF CHARLESTON)

Before me, the undersigned authority, a Notary Public in and for the State and City aforesaid, personally appeared R. Keith Summey as Mayor, on behalf of the City of North Charleston, South Carolina, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

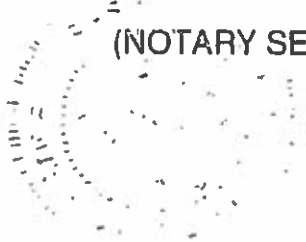
WITNESS my hand and official seal at office, this 20th day of December, 2012.

(b) (6)

Notary Public for S.C.

My Commission Expires : 6-29-14

(NOTARY SEAL)



LEGAL DESCRIPTION

Beginning at a pipe at the intersection of the Southern margin of Carolina Avenue extension, a Charleston County road, and the Western margin of Cosgrove Avenue, said pipe being South Twenty Three (23) degrees Thirty Three (33) minutes Thirty (30) seconds West Two Hundred and Forty Seven and Eighty Eight Hundredths (247.88) feet from a granite monument marking the Southwest corner of the United States Marine Reservation, Charleston Navy Yard, and runs thence along the margin of the said Charleston County road, South Sixty Three (63) degrees Thirty four (34) minutes Thirty (30) seconds West One Thousand Six Hundred and Fourteen and Twenty Five Hundredths (1614.25) feet to a pipe in the Eastern margin of the United States Highway #52, thence along and with the said margin of United States Highway #52, South Fifty Seven (57) degrees Three (03) Minutes Thirty (30) seconds East One Thousand Two Hundred and Forty and Eighty Three Hundredths (1240.83) feet to a pipe; thence North Twenty Four (24) degrees Fifty Seven (57) minutes Thirty (30) Seconds East One Thousand Two Hundred and Forty Six and Ninety Five Hundredths (1246.95) feet to a pipe in the above mentioned margin of Cosgrove Avenue; thence along and with the said Western margin of Cosgrove Avenue the following courses and distances: North Forty (40) degrees Forty Four (44) minutes Thirty (30) seconds, West Ninety Seven and Forty Five Hundredths (97.45) feet, North Twenty Two (22) degrees Fifty One (51) minutes Thirty (30) seconds, West One Hundred (100) feet, North Ten (10) degrees Thirty Four (34) minutes Thirty (30) seconds, West One Hundred (100) feet to the point of beginning, containing Twenty Two and Eighty Four Hundredths (22.84) acres, more or less.

The above described tract of land is a portion of a tract of land heretofore conveyed by The City Council of Charleston to The Charleston County Tuberculosis Association by deed of conveyance dated September 14, 1924, and recorded in the R.M.C. Office for Charleston County on January 24, 1929, in Book F-35, page 10. ; and thereafter The City Council of Charleston and The Charleston County Tuberculosis Association conveyed said parcel to the United States of America by deed September 15, 1941, and recorded in the RMC Office for Charleston County in Book I41, at Page 714.

TMS No.: 469-07-00-001

NOTICE OF THE PRESENCE OF ASBESTOS WARNING

The Grantee is warned that the property offered for sale contains asbestos-containing materials (ACMs). Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The Grantee was invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, the Grantee was invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition or all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. This failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the property set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to the Government and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of contract of sale, or any claim by the Grantee against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal and local laws relating to asbestos.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

Every Purchaser of any interest in real property on which a building was build prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at Naval Hospital at McMillan Avenue and Rivers Avenue, Charleston, SC, bearing Charleston County Tax Map Number 469-07-00-001 by UNITED STATES OF AMERICA to the CITY OF NORTH CHARLESTON on December 20, 2012.
3. Check one of the following: *The DEED is*
(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) X EXEMPT from the deed recording fee because #2 Transfer to a Municipality (If exempt, please skip items 4-7 and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) _____ The fee is computed on the consideration paid or to be paid money or money's worth in the amount of \$0.00.
(b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
(a) _____ the amount listed in item 4 above.
(b) _____ the amount listed in item 5 above (no amount place zero)
(c) _____ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty to a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year. or both.

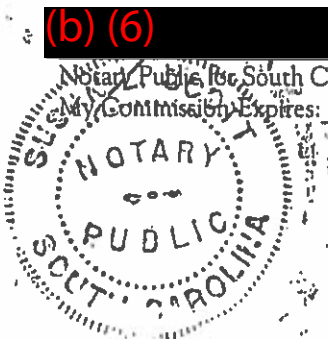
(b) (6)

Bruce A. Berlinsky, P.A.
Attorney for Grantee

SWORN to before me this
20 day of December, 2012.

(b) (6)

Notary Public for South Carolina
My Commission Expires: 6-29-14



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document



Filed By:

BRUCE A. BERLINSKY ESQUIRE

P.O. BOX 206

CHARLESTON SC 29402 (BOX)

MAKER:

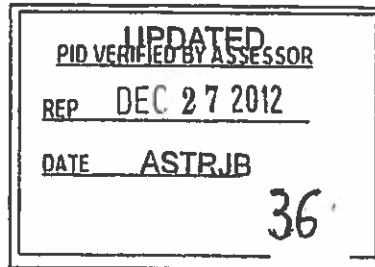
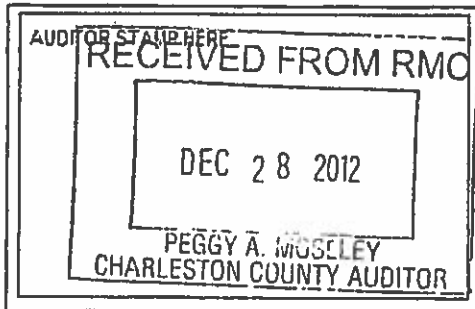
USA

RECIPIENT:

CITY OF NORTH CHARLESTON

Original Book:

Original Page:



RECORDED

Date: December 20, 2012

Time: 3:51:17 PM

Book	Page	DocType
0299	001	Q/Claim

Charlie Lybrand, Register
Charleston County, SC

of Pages: 12

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ 7.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 17.00

DRAWER Drawer 4
CLERK LRR



0299
Book



001
Page



12/20/2012
Recorded Date



12
Pgs



Original Book



Original Page



D
Doc Type



15:51:17
Recorded Time



Susan Webb - 4PZN <susanb.webb@gsa.gov>

Fwd: formal Naval Hospital deed**Gabriel Steinberg - LD4** <gabe.steinberg@gsa.gov>

Thu, Jan 10, 2013 at 10:54 AM

To: Glenda Green <glenda.green@gsa.gov>, Susan Webb - 4PZN <susanb.webb@gsa.gov>

Please find the recording information for the Naval Hospital Deed attached. It appears on the last page of the PDF. This is for our records and files. Thanks.

----- Forwarded message -----

From: (b) (6) >
Date: Wed, Jan 9, 2013 at 1:24 PM
Subject: formal Naval Hospital deed
To: gabe.steinberg@gsa.gov
Cc: (b) (6) >

Mr. Steinberg,

attached is a copy of the recorded deed - please forward to anyone you your side that may need a copy.

Thank you, Betsy Scott

(b) (6) PA
One Carriage Lane, Bldg. F
Charleston, SC 29407
Phone (b) (6)

—
Regards, Gabe

Gabriel N. Steinberg
Special Counsel for Real Estate, GSA, SE
77 Forsyth Street, SW, Room 600
Atlanta, GA 30303
404/331-1112; Fax 404/331-1231
CP (b) (6)

**1.pdf**

1494K



GSA Southeast Sunbelt Region
(404) 331-1112
FAX (404) 331-1231

November 14, 2012

C. Ryan Johnson
Office of the Mayor
City of North Charleston
2500 City Hall Lane
North Charleston, SC 29406

Via United Parcel Service (UPS)

Re: Charleston Naval Hospital
North Charleston, SC
GSA Control No. 4-N-SC-0606
GSA Contract No. GS-04D-13-CBE-0001

Dear Mr. Johnson:

Please find enclosed a properly executed quitclaim deed conveying the above property to the City of North Charleston, SC. We have also enclosed a Certificate of Recordation for same. When the deed is filed, please have the clerk complete the certificate, then return it yourself to the undersigned, along with the executed Acceptance page.

Thank you for your cooperation in this matter.

Sincerely,

(b) (6)

Gabriel N. Steinberg
Special Counsel for Real Estate

Enclosure

Prepared by:

(b) (6)

Gabriel N. Steinberg
Office of Regional Counsel
GSA, Region IV, Atlanta, GA
GSA Control No.: 4-N-SC-0606
GSA Contract No.: GS-04D-13-CBE-0001

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IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name and on its behalf this the 14th day of NOVEMBER, 2012.

UNITED STATES OF AMERICA
Acting by and through
Administrator of General Services

WITNESSES:

(b) (6)

signature of 1st witness

(b) (6)

signature of 2nd witness

(b) (6)

By JAMES BRANDON
Contracting Officer
Property Disposal Division
General Services Administration
Region IV, Atlanta, Georgia

STATE OF GEORGIA)
) ACKNOWLEDGEMENT
COUNTY OF FULTON)

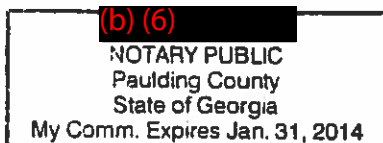
I, the undersigned, a Notary Public in and for the State of Georgia, do hereby certify that this day personally appeared before me in the state and county aforesaid, JAMES BRANDON, Contracting Officer, Property Disposal Division, General Services Administration, Region IV, Atlanta, Georgia, for and on behalf of the UNITED STATES OF AMERICA, whose name is signed to the foregoing document dated the 14th day of NOVEMBER, 2012, and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto affixed my official seal of office in Atlanta, Georgia, this the 14th day of NOVEMBER, 2012.

(b) (6)

Notary Public
State of Georgia
My Commission Expires: 1/31/2014

PLACE SEAL OF NOTARY HERE



ACCEPTANCE

The City of North Charleston, South Carolina, does hereby accept this Quitclaim Deed and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2012.

CITY OF NORTH CHARLESTON

By: _____
Name: _____
Title: _____

S T A T E O F S O U T H C A R O L I N A)
) ss:
C O U N T Y O F C H A R L E S T O N)

Before me, the undersigned authority, a Notary Public in and for the State and City aforesaid, personally appeared _____, on behalf of the City of North Charleston, South Carolina, whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing his/her name.

WITNESS my hand and official seal at office, this _____ day of _____, 2012.

Notary Public

My Commission Expires

(NOTARY SEAL)

LEGAL DESCRIPTION

Beginning at a pipe at the intersection of the Southern margin of Carolina Avenue extension, a Charleston County road, and the Western margin of Cosgrove Avenue, said pipe being South Twenty Three (23) degrees Thirty Three (33) minutes Thirty (30) seconds West Two Hundred and Forty Seven and Eighty Eight Hundredths (247.88) feet from a granite monument marking the Southwest corner of the United States Marine Reservation, Charleston Navy Yard, and runs thence along the margin of the said Charleston County road, South Sixty Three (63) degrees Thirty four (34) minutes Thirty (30) seconds West One Thousand Six Hundred and Fourteen and Twenty Five Hundredths (1614.25) feet to a pipe in the Eastern margin of the United States Highway #52, thence along and with the said margin of United States Highway #52, South Fifty Seven (57) degrees Three (03) Minutes Thirty (30) seconds East One Thousand Two Hundred and Forty and Eighty Three Hundredths (1240.83) feet to a pipe; thence North Twenty Four (24) degrees Fifty Seven (57) minutes Thirty (30) Seconds East One Thousand Two Hundred and Forty Six and Ninety Five Hundredths (1246.95) feet to a pipe in the above mentioned margin of Cosgrove Avenue; thence along and with the said Western margin of Cosgrove Avenue the following courses and distances: North Forty (40) degrees Forty Four (44) minutes Thirty (30) seconds, West Ninety Seven and Forty Five Hundredths (97.45) feet, North Twenty Two (22) degrees Fifty One (51) minutes Thirty (30) seconds, West One Hundred (100) feet, North Ten (10) degrees Thirty Four (34) minutes Thirty (30) seconds, West One Hundred (100) feet to the point of beginning, containing Twenty Two and Eighty Four Hundredths (22.84) acres, more or less.

The above described tract of land is a portion of a tract of land heretofore conveyed by The City Council of Charleston to The Charleston County Tuberculosis Association by deed of conveyance dated September 14, 1924, and recorded in the R.M.C. Office for Charleston County on January 24, 1929, in Book F-35, page 10.

NOTICE OF THE PRESENCE OF ASBESTOS WARNING

The Grantee is warned that the property offered for sale contains asbestos-containing materials (ACMs). Unprotected or unregulated exposure to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The Grantee was invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, the Grantee was invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders (offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition or all or any portion of the property including, without limitation, any asbestos hazards or concerns.

No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. This failure of the Grantee to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender. The description of the property set forth in the Invitation for Bids (Offer To Purchase) and any other information provided therein with respect to said property is based on the best information available to the Government and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of contract of sale, or any claim by the Grantee against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal and local laws relating to asbestos.

NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

Every Purchaser of any interest in real property on which a building was build prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.



Naval Hospital Closing

Susan Webb (4PZN) <susanb.webb@gsa.gov>

Thu, Nov 8, 2012 at 11:01 AM

To: (b) (6) <[REDACTED]>, mayor@northcharleston.org

Cc: James Brandon <james.brandon@gsa.gov>, "Gabriel Steinberg (LD4)" <gabe.steinberg@gsa.gov>

Mayor Summey and Ryan,

I trust all is in order for a closing on November 13, 2012.

I wanted to inform you that I will be on leave the rest of today, Thursday, 11/8 and Friday, 11/9, as well as the Federal Holiday on 11/12. If you have any questions or concerns about the closing and/or deed, please direct them to Mr. James Brandon, Chief, Northern Zonal Branch or Mr. Gabriel Steinberg, Legal counsel, both of whom are cc'ed on this email.

Thank you,

Susan B. Webb

Project Manager

Real Property Utilization and Disposal Division (4PZ)

General Services Administration

77 Forsyth Street, Suite 130

Atlanta, GA 30303

SusanB.webb@gsa.gov

404-331-9610 (desk)

(b) (6) (cell)

404-331-2727 (fax)

"The most beautiful thing in the world is, of course, the world itself"

-Wallace Stevens-



Re: Did you receive the Appendices?

Gabriel Steinberg (LD4) <gabe.steinberg@gsa.gov>
To: "Susan Webb (4PZN)" <susanb.webb@gsa.gov>

Wed, Nov 7, 2012 at 12:04 PM

received. thanks.

On Wed, Nov 7, 2012 at 11:49 AM, Susan Webb (4PZN) <susanb.webb@gsa.gov> wrote:

--
Susan B. Webb
Project Manager
Real Property Utilization and Disposal Division (4PZ)
General Services Administration
77 Forsyth Street, Suite 130
Atlanta, GA 30303
SusanB.webb@gsa.gov
404-331-9610 (desk)
(b) (6) (cell)
404-331-2727 (fax)

"The most beautiful thing in the world is, of course, the world itself"
-Wallace Stevens-

--
Regards, Gabe

Gabriel N. Steinberg
Special Counsel for Real Estate, GSA, SE
77 Forsyth Street, SW, Room 600
Atlanta, GA 30303
404/331-1112; Fax 404/331-1231
CP (b) (6)

Re: Charleston Naval Hospital

Gabriel Steinberg (LD4) <gabe.steinberg@gsa.gov>

Tue, Nov 6, 2012 at 11:19 AM

To: (b) (6)

Cc: "Susan Webb (4PZN)" <susanb.webb@gsa.gov>, "James Brandon (4PZN)" <james.brandon@gsa.gov>

Will be glad to review the title docs. My clients told me the 13th as the closing date. In any event by separate cover will be sending you environmental information. This includes the Navy's (landholding agency's) certification of no notification of hazardous substances required per Title 40 CFR ,Part 373. Look forward to getting the closing completed.

Thank you for your relevant review, inquiries and comments. They are appreciated.

On Tue, Nov 6, 2012 at 10:26 AM, (b) (6) wrote:

gabriel, just left city hall. the 30 day deadline for payment is monday, a federal holiday. the city is planning on wiring balance due on friday so let's get the deed resolved by thursday, if possible. I also have some title insurance documents that I would like to send to you for review and comment. let me know your thoughts. thanks, bruce

From: Gabriel Steinberg (LD4) [mailto:gabe.steinberg@gsa.gov]**Sent:** Monday, November 05, 2012 3:35 PM**To:** (b) (6)**Cc:** Glenda Green (LD4); (b) (6); (b) (6); (b) (6)

(b) (6); Susan Webb (4PZN); James Brandon (4PZN)

Subject: Re: Charleston Naval Hospital

Mr. Berlinsky:

Will get back to you later this week on the specifics of the Section 120(h)(3)(a) deed covenants and whether CERCLA section 120(h)(3)(A)(ii) covenants need not be provided. Will also check on whether any State determinations have been provided. Thank you for your inquiry.

On Mon, Nov 5, 2012 at 2:56 PM, (b) (6) wrote:

mrs green, I am the real estate atty for the city of north charleston. I have a couple of questions/concerns with the deed. based on the enviornmental condition report provided by the navy, I am not sure the navy can make the representation in (A) of the CERCLA provision " the united states gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the property". based on the report, while there is nothing specific in the report, I find it difficullt that there were never any hazardous substances stored for a year or more on the property. the only other issue is that under Sec. 120(h)(4) of CERCLA, the navy is required to get a concurrence from the state on the finding of their enviornmental report for "uncontaminated property". I believe this

applies in this case. such a concurrence letter may exist but I have been unable to access the same on the gov't site from which we obtain the environmental condition report presumably, because the property is no longer for sale). it would be in the city's best interest in supporting it's BFPP status to have such a letter, if it exists. I kindly await the appropriate person's reply, thanks, bruce

From: Glenda Green (LD4) [mailto:glenda.green@gsa.gov]

Sent: Wednesday, October 31, 2012 2:39 PM

To: (b) (6)

Cc: (b) (6); (b) (6); (b) (6); (b) (6); Susan Webb (4PZN); Gabriel Steinberg; James Brandon (4PZN)

Subject: Charleston Naval Hospital

Dear Mr. Ryan:

Attached are a draft quitclaim deed and exhibits for your review and/or comment. Upon receipt of the balance of the outstanding amount, we will deliver the deed to you.

Sincerely,

Glenda L. Green

Paralegal Specialist

Office of Regional Counsel (4L)

U.S. General Services Administration

77 Forsyth Street, SW, Suite 600

Atlanta, GA 30303

Phone: (404) 331-0915

FAX: (404) 331-1231

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RE: Additional bid deposit

(b) (6)

Tue, Oct 23, 2012 at 3:16 PM

To: "Susan Webb (4PZN)" <susanb.webb@gsa.gov>

Cc: James Brandon <james.brandon@gsa.gov>, "(b) (6)", "(b) (6)",

(b) (6)

Susan,

Attached is the Wire Transfer Confirmation. The details are listed within. Please let me know if you need any other information.

Best,

C. Ryan Johnson

Office of the Mayor

City of North Charleston

Office: 843-740-2520

www.northcharleston.org

Follow: <http://twitter.com/northcharleston>

Read: <http://cityofnorthcharleston.blogspot.com>

Watch: <http://www.youtube.com/northcharlestonsc>

Friend: <http://www.facebook.com/northcharleston>

View: <http://www.flickr.com/northcharleston>

Circle: <https://plus.google.com/106296543573639025216/>

From: Susan Webb (4PZN) [mailto:susanb.webb@gsa.gov]

Sent: Tuesday, October 23, 2012 3:06 PM

To: (b) (6)

Cc: (b) (6)

Subject: Additional bid deposit

Dear Mayor Summey,

In our letter of October 12, 2012, we stated that an additional \$350,000 would be required within 7 business days of the letter, which is today. The letter also requested that I be advised of your transmission of the required \$350,000 additional bid deposit. Please provide evidence of the transmission, so that I may coordinate with the various entities.

When we receive the additional bid deposit, we will finalize plans for the tour on Thursday.

Regards,

--

Susan B. Webb

Project Manager

Real Property Utilization and Disposal Division (4PZ)

General Services Administration

77 Forsyth Street, Suite 130

Atlanta, GA 30303

SusanB.webb@gsa.gov

404-331-9610 (desk)

(b) (6) (cell)

404-331-2727 (fax)

"I am still learning."

-Michelangelo's motto-



Wire Transfer confirmation to GSA.pdf

284K

Bank of America

Bank of America, N.A.
Wire Transfer Services

Date: 23-OCT-2012
Time Wire Completed: 20:47 ET
Account:

CITY OF NORTH CHARLESTON
PO BOX 190015
NORTH CHARLESTON, SC 29419-9016
Attn: JULIE FEELEY

Please contact us at 800.729.9473 Option 2 if you have any questions about this wire transfer. Thank you for using Bank of America Wire Transfer Services.

The following wire was debited today in the amount of USD: 350,000.00

Transaction Ref:
Related Ref:
Service Ref:
IMAD:

Instructing Bank:	CASHPRO-ONLINE EFT KEY MONEY TRANSFER	ID: (b) (4)
Beneficiary's Bank:	TREAS NYC/FUNDS TRANSFER DIVISION NEW YORK, NY	ID: (b) (4)
Beneficiary:	TREAS NYC, NY 33 LIBERTY STREET NEW YORK	ID: (b) (4)

Payment Details: /CHARLESTON NAVAL HOSPITAL
3600 RIVERS AVE/N CHAS 29405 PROJ 4
-N-SC-0606AA/ATTN AARON LAMBERT GSA
KC-PROPERTY DISPOSAL FINANCE

CONFIDENTIALITY NOTICE: This fax transmittal is a confidential communication. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify this office and immediately delete this message and all of its attachments, if any.

October 12, 2012

4-N-SC-0606AA

The Honorable Keith Summey
2500 City Hall Lane
North Charleston, SC 29406

Dear Mayor Summey:

We hereby accept your offer of \$2,000,000 pursuant to the online auction for the purchase of the property known as Charleston Naval Hospital, 3600 Rivers Avenue, North Charleston, SC 29405. Contract Number GS-04-D-13-CBE-0001 has been assigned to this sale.

According to the terms of sale, please transmit within seven business days of the date of this letter \$350,000 so that these funds plus your initial deposit of \$50,000 equal at least twenty percent of the bid amount. The funds shall be transmitted via wire transfer to:

ABA Routing Number:
Bank Name:

(b) (4)

TREAS NYC, New York, NY

Account Name:
Account Number:

General Services Administration

(b) (4)

Remarks:

(b) (4)

Charleston Naval Hospital
3600 Rivers Avenue
North Charleston, SC 29405
Project Number: 4-N-SC-0606AA
Attn: Aaron Lambert (GSA KC-Property
Disposal Finance); 816-926-7839

We ask you contact case officer, Ms. Susan Webb, to advise her of your transmission of the funds so she may alert our Finance Department to expect the transfer.

On a mutually agreeable date not later than 30 days from the date of this letter, the balance of the proceeds, \$1,600,000 shall be tendered to the General Services Administration in exchange for instruments of conveyance.

We look forward to working with you and your attorneys to close this transaction.
Please feel free to contact Ms. Webb at (404)331-9610 should you have any questions
or need additional assistance.

Sincerely,

~~James~~ Brandon
Zonal Chief, Northern Branch
Real Property Utilization and Disposal Division (4PZ)

bcc: Gabe Steinberg, 4L
Hubert Bonds, GSA 4PT
Aaron Lambert, GSA 6BCR
Jerry Dauphinee, USNavy, Jacksonville

OF/RF:10/12/12:sbw *sbw*
t/4pr/Webb/charleston naval health clinic/Sale/AwardCity



Fwd: You have the high bid for Sale lot # PEACH412016001

Debra Young (4PZS) <debrab.young@gsa.gov>
To: Susan Webb <susanb.webb@gsa.gov>

Wed, Oct 10, 2012 at 3:16 PM

FYI. Congratulations!

Debbie Young, Project Manager, Southeastern Branch
U.S. General Services Administration
Martin Luther King, Jr., Federal Building
Real Property Utilization & Disposal (4PZ)
77 Forsyth Street, SW, Room 130
Atlanta, GA 30303
Email: debrab.young@gsa.gov
404.331.3625 (office), (b) (6) (cell)
www.realestatesales.gov, <https://propertydisposal.gsa.gov>

----- Forwarded message -----

From: <GSAAuctions.GSACentralOffice@gsa.gov>
Date: Wed, Oct 10, 2012 at 3:09 PM
Subject: You have the high bid for Sale lot # PEACH412016001
To: mayor@northcharleston.org
Cc: sysadmin.gsaauctions@gsa.gov

U.S. GENERAL SERVICES ADMINISTRATION
REAL PROPERTY UTILIZATION & DISPOSAL DIVISION

Dear Raymond Summey,

The online auction for Charleston Naval Hospital has closed and you are the apparent high bidder. Your bid will be considered for acceptance by GSA in accordance with the Invitation for Bids and you will be contacted soon.

Thanks for your participation.

Sincerely,

GSA Office of Real Property Utilization and Disposal

—
This is a automated mail sent from GSA Auctions(SM)

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Charleston Naval Hospital
3600 Rivers Avenue, North Charleston, SC
IFB Number: 4-N-SC-0606AA
Sale/Lot Number: PEACH412016001
REGISTRATION DEPOSIT: \$50,000.00

USER NAME: NORTHCHARLESTON
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: Raymond Keith Summey

Address: 2500 City Hall Lane

City: North Charleston State: South Carolina Zip: 29406

Phone: (843) 740-2501 Fax: (843) 308-0133

E-mail: mayor @ northcharleston.org

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 09, Paragraph 13, Bid
Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☒ other Municipality, City

Registration Deposit (check one):

- ☒ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
- ☐ By Credit Card: _____ Exp: ____ / ____
- CSC/CVC: _____
- ☐ Visa ☐ MasterCard
- ☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 4-N-SC-0606AA, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: (b) (6) Date: October 2, 2012

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
Attn: Susan Webb, Project Manager
77 Forsyth Street, Suite 130
Atlanta, GA 30303

Fax: (404) 331-2727

PRINTED WITH A BLUE BACKGROUND ON WHITE PAPER • THE CHECK HAS A TRUE WATERMARK. HOLD TO LIGHT TO SEE CHAIN LINKS IN PAPER.



218 DLB02

4730054 ⁶⁷⁻¹⁴⁸₅₃₂

BRANCH NO.

CITY OF NORTH CHARLESTON

October 02, 2012

REMITTER

DATE

THE SUM **50.000 DOLLS 00 CTS**

PAY

\$

\$50,000.00

US GENERAL SERVICES ADMINISTRATION

TO
THE
ORDER
OF

CASHIER CHECK

(b) (6)

AUTHORIZED SIGNATURE



RE: Charleston Naval Hospital Final Deed

(b) (6) > Wed, Nov 14, 2012 at 9:35 AM
To: Glenda Green - LD4 <glenda.green@gsa.gov>, (b) (6)
Cc: (b) (6), (b) (6), Gabriel Steinberg <gabe.steinberg@gsa.gov>, James Brandon - 4PZN <james.brandon@gsa.gov>, Susan Webb - 4PZN <susanb.webb@gsa.gov>, (b) (6)

thanks all for your assistance in this. ryan, when the deed arrives, please let me know so I can pick up to record, bruce

From: Glenda Green - LD4 [mailto:glenda.green@gsa.gov]
Sent: Wednesday, November 14, 2012 9:25 AM
To: (b) (6)
Cc: (b) (6); (b) (6); (b) (6); Gabriel Steinberg; James Brandon - 4PZN; Susan Webb - 4PZN; (b) (6)
Subject: Charleston Naval Hospital Final Deed

Please find attached the executed quitclaim deed and exhibits. The original deed will be sent via UPS to Mr. Johnson. Thank you

Glenda L. Green
Paralegal Specialist
Office of Regional Counsel (4L)
U.S. General Services Administration
77 Forsyth Street, SW, Suite 600
Atlanta, GA 30303
Phone: (404) 331-0915
FAX: (404) 331-1231

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